

EXHIBIT "B"

MENTER, RUDIN & TRIVELPIECE, P.C.

308 Maltbie Street, Suite 200
Syracuse, New York 13204-1498
Telephone: (315) 474-7541
Facsimile: (315) 474-4040
Kevin M. Newman

and

Augustus C. Epps, Jr. (VSB 13254)
Michael D. Mueller (VSB 38216)
Jennifer M. McIemore (VSB 47164)
CHRISTIAN & BARTON, L.L.P.
909 East Main Street, Suite 1200
Richmond, Virginia 23219
Telephone: (804) 697-4100
Facsimile: (804) 697-4112

Attorneys for Cameron Bayonne, L.L.C.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
(RICHMOND DIVISION)

In re:

CIRCUIT CITY STORES, INC., *et al.*

Debtors.

Case No. 08-35653-KRH
Jointly Administered
Chapter 11 Proceedings

**DECLARATION OF THOMAS J. VALENTI IN SUPPORT OF CAMERON BAYONNE
L.L.C.'S RESPONSE TO THE LIQUIDATING TRUST'S SEVENTEENTH OMNIBUS
OBJECTION TO LANDLORD CLAIMS (REDUCTION OF CERTAIN PARTIALLY
INVALID CLAIMS, RECLASSIFICATION OF CERTAIN MISCLASSIFIED CLAIMS,
DISALLOWANCE OF CERTAIN INLAID CLAIMS, DISALLOWANCE OF CERTAIN
LATE FILED CLAIMS, DISALLOWANCE OF CERTAIN DUPLICATE CLAIMS, AND
DISALLOWANCE OF CERTAIN AMENDED CLAIMS)**

STATE OF NEW YORK)
)SS:
COUNTY OF ONONDAGA)

Thomas J. Valenti, being duly sworn, deposes and says:

1. I am a member of the Cameron Group, L.L.C. (the "Management Company").
The Management Company is the managing agent of Cameron Bayonne, L.L.C. (the

"Landlord"), which is the owner of a shopping center located at Bayonne Crossing Shopping Center, Bayonne, New Jersey (the "Center").

2. I have personal knowledge of the facts set forth in this Declaration and may be contacted at Cameron Group, L.L.C., 6007 Fair Lakes Road – Suite 100, East Syracuse, New York 13057, (315) 362-8808.

3. The Landlord was a party to a lease (the "Lease") with Circuit City Stores, Inc (the "Debtor") of premises (the "Premises") at the Center.

4. In the regular course of my employment by the Management Company, I review rent and other charges billed to the Landlord's tenants.

5. The total rent reserved under the Lease from November 13, 2008, the effective date of rejection, until the end of the Lease term is \$4,380,343.05. An itemization of this calculation is attached to this Declaration as Schedule 1.

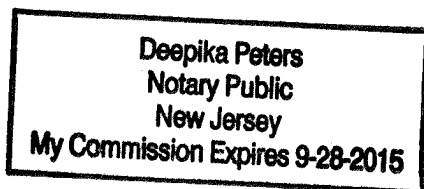
6. The amount due for one year of the Lease term is \$674,889.20. *See* Schedule 1.

7. The Landlord's claim for \$674,889.20 remains due.


Thomas J. Valenti

Sworn to before me this
6th day of April, 2011


Notary Public



SCHEDULE "1"

Circuit City, Inc.
Filing Date: 11/10/2008

CAMERON BAYONNE, L.L.C.
Bayonne Crossing Shopping Center
Bayonne, New Jersey
Effective Date of Rejection 12/12/2008
Square Footage: 20,331

| | 12/13-31/2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | Total |
|---|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------------|
| Base Rent (\$22.50 psf) | \$26,479.49 | \$518,440.50 | \$518,440.50 | \$518,440.50 | \$518,440.50 | \$518,440.50 | \$518,440.50 | \$518,440.50 | \$518,440.50 | \$518,440.50 | \$4,692,443.99 |
| Taxes (\$5.10 psf) | \$5,295.89 | \$103,588.10 | \$103,588.10 | \$103,588.10 | \$103,588.10 | \$103,588.10 | \$103,588.10 | \$103,588.10 | \$103,588.10 | \$103,588.10 | \$937,588.79 |
| CAM (\$2.25 psf) | \$2,336.42 | \$45,744.75 | \$45,744.75 | \$45,744.75 | \$45,744.75 | \$45,744.75 | \$45,744.75 | \$45,744.75 | \$45,744.75 | \$45,744.75 | \$414,039.17 |
| Insurance (\$0.35 psf) | \$363.45 | \$7,115.85 | \$7,115.85 | \$7,115.85 | \$7,115.85 | \$7,115.85 | \$7,115.85 | \$7,115.85 | \$7,115.85 | \$7,115.85 | \$64,406.10 |
| Total | \$34,475.25 | \$674,889.20 | \$674,889.20 | \$674,889.20 | \$674,889.20 | \$674,889.20 | \$674,889.20 | \$674,889.20 | \$674,889.20 | \$674,889.20 | \$6,108,478.06 |
| Reimbursement for Store Building (\$85.00 psf) (\$1,728,135.00) | | | | | | | | | | | |
| Total Rejection Damages | | | | | | | | | | | <u>\$4,380,343.05</u> |

Exhibit(s)